

**NORTH CAROLINA INDUSTRIAL COMMISSION**

**I.C. No. 18-009673, Lula Lott, Plaintiff, v. Forsyth County, Defendant-Employer,  
and PMA Companies, Defendant-Administrator**

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**FINAL COMPROMISE SETTLEMENT AGREEMENT**  
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THIS COMPROMISE SETTLEMENT AGREEMENT, A FINAL SETTLEMENT AND RELEASE, was made and entered into on the 16<sup>th</sup> day of May 2018, by and between Plaintiff and Defendants.

On February 23, 2018, Plaintiff, who was then age 47 with date of birth of [REDACTED] - 1970, was employed as a Public Health Nurse by Defendant-Employer, where she had worked for approximately eight years. Plaintiff's approximate average weekly wage on February 23, 2018 was \$968.64, resulting in an estimated weekly compensation rate of \$645.76. On that date, Plaintiff alleges that she sustained injuries to her back and head in a motor vehicle accident.

Defendants initially paid medical benefits only. Defendants eventually denied the head and back claim via a Form 61, which was filed on March 16, 2018. As a result of the denial, Defendants have not paid any indemnity benefits.

The parties expressly understand and agree that the foregoing paragraphs concerning Plaintiff's medical treatment are intended only as a summary of the course of that treatment. The examinations, evaluations, and treatment received by Plaintiff are more fully set forth in the medical and rehabilitation reports submitted to the North Carolina Industrial Commission along with this agreement as Exhibit A. Plaintiff and Defendants certify that said exhibit contains all medical and rehabilitation reports relative to Plaintiff's alleged February 23, 2018 injury of which they now have knowledge and possession. The contents of those reports are incorporated here by reference as if fully set forth. The parties further certify that Exhibit A constitutes a full and complete copy of all relevant and material medical, vocational, and rehabilitation reports known to exist as required by N.C.G.S. § 97-82 and 04 NCAC 10A .0502. Plaintiff acknowledges that Defendants have agreed to the terms of this settlement and will make the payments called for reasonably relying upon that certification. The parties to this agreement waive further hearings before the North Carolina Industrial Commission and, in presenting this agreement for approval, represent that they have made available to the Commission with said agreement all relevant and material medical, vocational, and rehabilitation reports known to exist. In this regard, the parties stipulate and agree to waive any rights they may have to contest the approval of this agreement based upon any failure to 20116796.v1

provide copies of medical, vocational, or rehabilitation records to the Industrial Commission with this agreement for approval.

Plaintiff is still employed by Defendant-Employer and continued to work earning the same average weekly wage as she earned prior to the alleged February 23, 2018 injury.

By signing this document, Plaintiff, by and through her counsel, certifies to Defendants and to the North Carolina Industrial Commission that she makes no further claim for total or partial wage loss as a result of her alleged February 23, 2018 injury.

Plaintiff contends that she sustained a compensable injury on February 23, 2018 arising out of and in the course of her employment with Defendant-Employer and that she is therefore entitled to substantial benefits under the North Carolina Workers' Compensation Act, including, but not limited to, payment of medical bills, additional treatment for injuries to the head and back, and compensation for anticipated future permanent partial impairment ratings to any and all affected body parts.

Defendants contend that Plaintiff did not sustain a compensable injury, that she was not injured in the course of her employment, that her claim for workers' compensation benefits was reasonably denied, and that she is therefore not entitled to any benefits.

The parties have conferred together at a mediated settlement conference conducted by George Hall on May 16, 2018, Plaintiff being represented by Oxner + Permar, PLLC, Attorneys of Greensboro, North Carolina, and Defendants being represented by Goldberg Segalla, L.L.P., Attorneys of Raleigh, North Carolina, and have decided that it is in the best interests of all concerned to enter into an agreement  
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where all matters and things in controversy arising out of the alleged February 23, 2018 injury would be settled with the payment to Plaintiff of SIX THOUSAND DOLLARS AND ZERO CENTS (\$6,000.00), in one lump sum, without commutation, in settlement of the February 23, 2018 claim. This sum represents the settlement of a disputed matter and not an admission of liability, and is in lieu of any disability or other workers' compensation benefits, including, but not limited to, those that might otherwise have been claimed for a change in condition or progression of any condition that might develop in the future, medical, death, or any other benefits, which are or may be due Plaintiff, her dependents, her estate, or any other representative of Plaintiff now or at any time in the future pursuant to the North Carolina Workers' Compensation Act. The parties and their respective counsel also stipulate and agree that this settlement is fair and just, that the interests of all parties and of any person or entity, including a health benefit plan, that paid any of the medical expenses of Plaintiff have been considered, and that there is a need for finality in this litigation.

Anticipating an attorney's fee of 25%, the balance of FOUR THOUSAND FIVE HUNDRED DOLLARS (\$4,500.00) as the balance of future compensation in payments pro-rated over Plaintiff's life expectancy of 31.1 years, based on Plaintiff's date of birth of February 25, 1970, according to the Mortality Tables Codified in N.C. Gen. Stat. §8-46. Plaintiff's life expectancy of 31.1 years equals 1,617.2 weeks and yields payments of \$2.78 per week.

Plaintiff certifies that any and all known or potential liens involving Medicare, Medicaid, the Internal Revenue Service, Child Support Enforcement, or other agencies of federal, state, or local government have been revealed to Defendants, and Plaintiff agrees to hold harmless Defendants regarding any such liens, should they exist. The parties acknowledge that the certification made by Plaintiff and contained in this paragraph is a material representation relied upon by Defendants in entering into this agreement.

Defendants in said claim agree to waive any ERISA claim for health benefits paid. In the event a group health insurance plan or any other employer-funded benefit plan seeks reimbursement of expenses paid on behalf of Plaintiff in regards to said workers' compensation claim, Defendants agree to hold Plaintiff harmless for any expenses paid by the plan(s) related to medical treatment received and/or any other benefits received by Plaintiff following the alleged injuries by accident of February 23, 2018.

Plaintiff represents to the North Carolina Industrial Commission that by execution of this agreement, she knowingly and intentionally waives her right to further benefits under the North Carolina Workers' Compensation Act, but it is agreed that no rights other than those arising under that Act are compromised or released by this agreement.

The parties acknowledge that any opinions stated by physicians or other medical providers regarding the nature and extent of Plaintiff's medical condition and disability are opinions, not facts, and that, to the extent they are relying on those opinions, they are doing so with the knowledge that such opinions may be incorrect. Plaintiff further acknowledges that her condition may be progressive and that recovery is uncertain and

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indefinite. Accordingly, Plaintiff and Defendants agree that they will not seek to set aside this settlement agreement in the future on the basis that any party, in entering into this agreement, relied on incorrect statements or opinions from physicians or other medical providers regarding the diagnosis or prognosis of any injury, whether now known or unknown, resulting from the alleged February 23, 2018 injury.

Defendants agree to pay all costs incurred, as that term is currently defined by the Industrial Commission, and also agree to waive all credits for Plaintiff's share of the required North Carolina Industrial Commission fees.

The mediator's fee will be paid pro rata between the parties.

Plaintiff certifies that in making this agreement, she was not influenced by any representations or statements regarding her condition, the nature of her injuries, or any other matters concerning her claim before the North Carolina Industrial Commission, made by any person, firm, corporation, physician, or surgeon acting for or on behalf of Defendants, that the facts in connection with her employment and with her resulting injuries and impaired physical condition, if any, are fully known, understood, and comprehended by Plaintiff, and that her rights under the Workers' Compensation Act are thoroughly and completely understood by her.

In consideration of the compensation payments recited, and the medical benefits that shall be paid upon approval of the North Carolina Industrial Commission, Plaintiff has and does release and forever discharge not only for herself but also for her heirs, next of kin, and/or personal representative(s), Defendants of and from any and all and every manner of action and actions, cause or causes of action, suits, debts, dues and

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sums of money, judgments, demands, and claims, which against Defendants, she ever had or may have by reason of or growing out of the terms and provisions of the North Carolina Workers' Compensation Act, on account of the alleged February 23, 2018 injury, which give rise to this claim for compensation and for any subsequent disability sustained by her, or medical bills incurred by her.

Plaintiff expressly agrees that any and all rights that she may have or that may arise as a result of any change of condition under and by virtue of the provisions of Chapter 97 of the North Carolina General Statutes, giving her the right to reopen this claim for compensation or medical benefits at any time within two years from the date of the last payment of compensation under an Award by the North Carolina Industrial Commission are waived, and Defendants are expressly and particularly released from any and all further liability to her by reason of any right or claim Plaintiff, Plaintiff's heirs, next of kin, and/or personal representative(s) may have, or which may arise, to reopen this action and claim further benefits, whether compensation, medical, or otherwise.

All parties to this agreement specifically stipulate that the North Carolina Industrial Commission may consider the matters now before it in passing on this compromise agreement, subject to the conditions previously stated. This agreement is made expressly subject to the approval of the North Carolina Industrial Commission by its award duly issued, and the same shall be binding upon all parties when approved by said Commission. All parties further agree that, in the event the North Carolina Industrial Commission does not approve this agreement, nothing contained here shall be

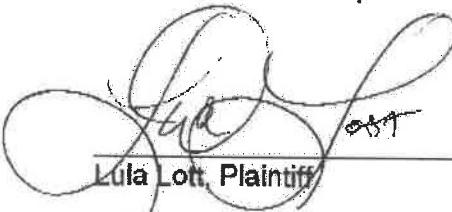
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construed as an admission of liability in any future proceedings before the North Carolina Industrial Commission or any other tribunal.

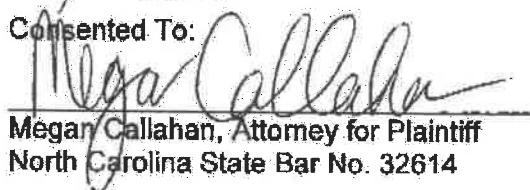
It is further understood that the rights and remedies of Plaintiff against Defendants as a result of Plaintiff's employment and her alleged February 23, 2018 injury are governed and controlled by the North Carolina Workers' Compensation Act, and that all of such rights are being compromised, adjusted, and forever resolved.

By the signatures below, Plaintiff and Defendants accept the terms of the settlement described here.



Lula Lott, Plaintiff

Consented To:



Megan Callahan, Attorney for Plaintiff  
North Carolina State Bar No. 32614

NORTH CAROLINA  
GUILFORD COUNTY

Personally appeared before me this 8<sup>th</sup> day of JUNE 2018,  
Lula Lott, who, being first duly sworn, acknowledged the execution of the foregoing agreement for the purposes and considerations therein expressed.

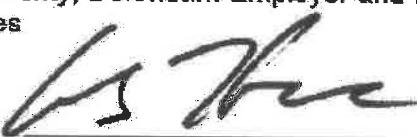
My Commission expires:  
9/21/2018



Cameron G. Bullard  
Notary Public

Forsyth County, Defendant-Employer and PMA Companies

BY:



Gregory S. Homer, Attorney for Defendants  
North Carolina State Bar No. 35346